UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

STACI SPECTOR and LISA GARCIA,

Plaintiffs,

v.

SOCIAL STANDARDS, INC., f/k/a BARTRENDR, INC., DEVON BERGMAN and FRANCOIS MODARESSE,

Defendants.

Case No:

NOTICE OF REMOVAL OF ACTION UNDER 28 U.S.C. §1441(b) (DIVERSITY)

Supreme Court of the State of New York, County of New York
Case No.: 153388-2017

TO THE DISTRICT COURT OF THE UNITED STATES, SOUTHERN DISTRICT OF NEW YORK, AND TO PLAINTIFFS AND THER ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that Defendants SOCIAL STANDARDS, INC., f/k/a BARTRENDR, INC., DEVON BERGMAN and FRANCOIS MODARESSE ("Defendants") hereby remove the above-captioned civil action from the Supreme Court of the State of New York to the United States District Court for the Southern District of New York, based upon diversity jurisdiction pursuant to 28 U.S.C. §§1332(a), 1332(c), and 1441.

This removal is based on the following grounds:

TIMELINESS

1. On April 12, 2017, Plaintiffs STACI SPECTOR and LISA GARCIA ("Plaintiffs") commenced this action by filing a Complaint in the Supreme Court of the State of New York for the County of New York, Case No.: 153388-2017.

2. On May 10, 2017, Plaintiffs served copies of the Summons and Complaint on Defendants in California. True and correct copies of the Summons, Complaint, and all other process, pleadings, and orders served on Defendants are attached hereto as Exhibit A.

3. Removal is timely pursuant to 28 U.S.C. §1446(b) because Defendants have filed this Notice of Removal within one (1) year of commencement of this action, and within thirty (30) days of receiving notice of this action. *Murphy Brothers, Inc. v. Michetti Pipe Stringing, Inc.* (1990) 526 U.S. 344, 347-48 (holding that "a named defendant's time to remove is triggered by simultaneous service of the summons and complaint, or receipt of the complaint, 'through service or otherwise,' after and apart from service of the summons . . . ").

JOINDER

4. There are no defendants that are required to join in this removal. 28 U.S.C. §1441(a).

JURISDICTION: DIVERSITY

5. This Court has original jurisdiction over this action pursuant to 28 U.S.C. §1332 because it is a civil action between citizens of different states, and the amount in controversy exceeds $75,000, exclusive of interest and costs. Thus, removal of this action is proper pursuant to 28 U.S.C. §§1332(a) and 1441(a).

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CITIZENSHIP OF PLAINTIFF

6. Defendants are informed and believe, and on that basis allege, that Plaintiffs were at all relevant times residents and citizens of the State of New York, and are currently residents of the State of Florida. (Complaint, ¶¶2 and 3.)

CITIZENSHIP OF DEFENDANTS

7. Defendant SOCIAL STANDARDS, INC., f/k/a BARTRENDR, INC. is and at all times relevant herein was a corporation duly organized and existing under the laws of the State of Delaware, with its principal place of business in Oakland, California. Therefore, Defendant SOCIAL STANDARDS, INC., f/k/a BARTRENDR, INC. is a citizen of California. 28 U.S.C. § 1332(c). (Complaint, ¶4.)

8. Defendant DEVON BERGMAN is and at all times relevant herein was an individual residing in the State of California. (Complaint, ¶5.)

9. Defendant FRANCOIS MODARESSE is and at all times relevant herein was an individual residing in the State of California. (Complaint, ¶6.)

DOE DEFENDANTS

10. Plaintiffs did not name any Doe Defendants.

AMOUNT IN CONTROVERSY

11. Plaintiffs have not specified the amount of damages they are seeking through their Complaint. Plaintiffs' failure to plead a specific amount of damages in their Complaint should be construed in favor of Defendants, supporting a finding that the minimum jurisdictional threshold has been met. *Bosinger v. Phillips Plastic Corp.* (S.D. Cal. 1999) 57 F. Supp. 2d 986, 989 ("[A]s such evidence [to show the amount in controversy exceeds $75,000] may not always be available to a removing defendant, to require such proof might

defeat removal in an instance where a plaintiff declined to plead a specific amount of damages and a defendant could not readily ascertain the approximate amount of damages a plaintiff seeks within 30 days. Moreover, while it is for the Court to decide its own jurisdiction, the Court finds in plaintiff's silence, implicit support for Defendant's allegation as to the amount in controversy.").

12. Plaintiffs seek recovery against Defendants for, *inter alia*, Unpaid Wages (Complaint, ¶¶49-55) and Retaliation (Complaint, ¶¶56-60).

13. In addition to the alleged Unpaid Wages and Retaliation damages, Plaintiffs also seek emotional distress damages (Complaint, ¶60), attorneys' fees (Complaint, ¶¶55, 60, 63, 66 and Prayer for Relief) and punitive damages (Complaint, Prayer for Relief). These items are potentially recoverable as part of Plaintiffs' Unpaid Wages and Retaliation claims, and therefore, they should be counted towards the $75,000 jurisdictional threshold. *Haase v. Aerodynamics Incorporated* (E.D. Cal. 2009) 2009 WL 3368519, *3-5 (noting that claims for special and general damages, attorneys' fees, and punitive damages may be counted towards the jurisdictional minimum when such items are recoverable as a matter of state law).

14. Plaintiffs also seek "liquidated damages" in connection with their claims. (Complaint, ¶¶55, 60, 63, 66 and Prayer for Relief). This amount should also be counted towards the $75,000 jurisdictional threshold for the purposes of this removal. *Haase,* 2009 WL 3368519 at *3-5; *Rippee v. Boston Market Corp.* (S.D. Cal. 2005) 408 F. Supp. 2d 982, 986 (noting that the amount put in controversy by the complaint is the appropriate measure of the amount in controversy, not the ultimate or provable amount of damages).

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15. Given Plaintiffs' allegations and the damages they seek, the amount in controversy clearly exceeds the $75,000 jurisdictional threshold, exclusive of interests and costs.

NOTICE

16. Proper notice will be given this date to Plaintiffs herein through their counsel of record, and to the Clerk of the Supreme Court for the State of New York, County of New York. A true and correct copy of the Notice (without exhibits) is attached hereto as Exhibit B, and by this reference incorporated as if set forth in full.

WHEREFORE, Defendants prays that this matter pending in the Supreme Court for the State of New York, County of New York be removed to this Court.

Date: May 30, 2017

By: ______________________

Christopher Mader, Esq.
California State Bar No.: 199605
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Manhattan Beach, CA 90266
Phone: (310) 545-0620
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Attorneys for Defendants Social Standards, Inc., f/k/a Bartrendr, Inc., Devon Bergman and Francois Modaress
Pro Hac Vice Pending

Exhibit A

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK
--X
STACI SPECTOR, and LISA GARCIA,

Plaintiff,

-against-

SOCIAL STANDARDS INC., formerly known as BARTRENDR INC., and, DEVON BERGMAN, and, FANCOIS MODARESSE in their professional and individual capacities.

Defendants.
--X

SUMMONS

Index No.:

TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED, to answer the Complaint in this action and to serve a copy of your Answer on the Plaintiff's attorneys within twenty (20) days after the service of this Summons, exclusive of the day of service (or within thirty [30] days after the service is complete if this Summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

Dated: New York, New York
April 12, 2017

By: [signature]

Christopher J. Berlingieri, Esq.
BERLINGIERI LAW, PLLC
Attorneys for Plaintiff
STACI SPECTOR &
LISA GARCIA
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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK
--X
STACI SPECTOR, and LISA GARCIA,

Plaintiffs,

-against-

SOCIAL STANDARDS INC., formerly known as BARTRENDR INC., and, DEVON BERGMAN, and, FANCOIS MODARESSE in their professional and individual capacities.

Defendants.
--X

COMPLAINT

Index No.:

STACI SPECTOR, and LISA GARCIA ("Plaintiffs"), by and through their attorneys, BERLINGIERI LAW, PLLC, as and for their Complaint SOCIAL STANDARDS INC., formerly known as BARTRENDR INC., DEVON BERGMAN and FRANCOIS MODARESSE in their professional and individual capacities, alleges upon knowledge and belief as to themselves and their own actions and upon information and belief as to all other matters as follows:

NATURE OF THE CASE

1. This is a civil action for damages and equitable relief based upon willful violations that the Defendants have committed of Plaintiffs' rights guaranteed to them by: (i) the New York Labor Law ("NYLL") overtime and minimum wage provisions, NYLL § 190, *et. seq.*; (ii) retaliation under NYLL § 215, (iii) the requirement that employers furnish employees with wage statements on each payday containing specific categories of information under the NYLL § 195(3); (iv) the requirement that employers furnish employees with wage notices under NYLL § 195(1)(a); (v), any other claims(s) that can be inferred from the facts set forth herein.

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PARTIES

2. At all relevant times herein, Plaintiff STACI SPECTOR was a resident of New York County, New York, and is a "person" and was an "employee" entitled to protection as defined by the NYLL. Ms. Spector currently resides in the State of Florida.

3. At all relevant times herein, Plaintiff LISA GARCIA was a resident of New York County, New York, and is a "person" and was an "employee" entitled to protection as defined by the NYLL. Ms. Garcia currently resides in the State of Florida.

4. At all relevant times herein, Defendant SOCIAL STANDARDS INC., formerly known as BARTRENDR INC. (hereinafter referred to as "Bartrendr") was and is a foreign corporation organized under the laws of the State of Delaware with its principal place of business located at 160 Franklin Street, Suite 209, Oakland, California 94607.

5. At all relevant times herein, Defendant DEVON BERGMAN (hereinafter referred to as "Mr. Bergman") was and is the owner, general manager and chief executive officer of Bartrendr and with his place business at 160 Franklin Street, Suite 209, Oakland, California 94607, was and is a "person" within the meaning of the NYLL.

6. At all relevant times herein, Defendant FRANCOIS MODARESSE (hereinafter referred to as "Mr. Modaresse") was and is the owner, general manager and chief financial officer of Bartrendr and with his place business at 160 Franklin Street, Suite 209, Oakland, California 94607, was and is a "person" within the meaning of the NYLL.

7. At all relevant times herein, Defendants Bartrendr, Mr. Bergman and Mr. Modaresse (hereinafter collectively referred to as "Defendants") were "employers" within the meaning of the NYLL.

FACTUAL BACKGROUND

8. Plaintiffs commenced their employment with Defendants on or about August, 2014 and worked until their termination on or about May 22, 2015.

9. Plaintiffs' said employment period was for a total of thirty-nine (39) weeks.

10. Defendants Mr. Bergman and Mr. Modaresse created the start-up company known as Bartrendr, Inc., and maintained control of its operation as it changed its name/merged with Social Standards Inc., until late 2015 after Plaintiffs' termination.

11. Defendants developed/operated a mobile application "Bartrendr" which allows users to get live feedback of the status of the bars in a particular location or bar scene.

12. Defendants employed Plaintiffs as employees in New York City who promoted the Bartrendr mobile application. At all times herein, unless otherwise provided, all events occurring at the "workplace" shall mean New York City.

13. Defendants hired Plaintiffs as their brand ambassadors in New York City whose mission was to perform the work needed for positive growth and to enhance the user's experience with the application.

14. Upon the commencement of their employment period Defendants agreed to pay Plaintiffs $20.00 per hour, from August 2014 until November 2014.

15. Defendants expanded and enlarged the roles of and responsibilities of the Plaintiffs after their initial hire and Defendants switched Plaintiffs from hourly workers to salary.

16. Defendants required Plaintiffs to execute employment agreements which set hourly pay rates and "capped" pay for certain hours and gave Plaintiff stock options.

17. Defendants required Plaintiffs to executed employment agreements dated July 7, 2014 and an amended agreement date November 18, 2014.

18. From the period between November 2014 until their May 22, 2015 termination, Defendants "capped" Plaintiff's hourly work and paid them a weekly salary of $387.50 – not to exceed $1,500.00 per month.

19. Defendants misclassified Plaintiffs as salaried (independent contractors) and paid Plaintiffs a weekly salary that failed to compensate Plaintiffs for their work in excess of forty hours per week.

20. Defendants required Plaintiffs to work and Plaintiffs in fact worked in excess of eighty (80) hours per week.

21. Plaintiffs worked in the various capacities of brand promoters, application specialists, communications specialists and general laborers whose job responsibilities included but were not limited to communicating over the application to events hosted by Bartrendr, improving the overall customer experience, performing necessary duties as to grow the user base, meeting with bar and premises owners/staff to become familiar with Bartrendr's services, communicating with the customers and Defendants, among other things.

22. Plaintiffs lacked any supervisory authority over the hiring or firing of any contractors or other employees and lacked any input into their selection, training, assignments, promotions, rates of pay, hours worked evaluations, grievances, or discipline.

23. Moreover, Plaintiffs' job duties did not include budget planning, negotiating contracts, determination of work techniques or methods, determination of equipment used, determination of materials needed, or legal and regulatory compliance.

24. Plaintiffs job duties included but were not limited to content creation, coordinating promotional models nationwide, user engagement, maintain user contact, email,

post reviews, network on behalf of Bartrendr, and engage in cross-platform social media expansion- all of which benefited Defendants.

25. Plaintiffs earned no other income and held no other employment during the relevant period as described below.

26. During their employment period, in their capacities as employees, Defendants required Plaintiffs to work, and Plaintiffs did in fact work, from work seven days a week,

27. For example Plaintiffs' work schedule was generally as follows: Monday through Sunday - 11:00 am – 5:00 am; including late hours to communicate with individuals on the application including Pacific Time

28. Defendants required Plaintiffs to maintain and attend to the needs of the mobile application at all hours of the night – or when people were at bars and nightlife establishments, therefore Plaintiffs performed "in-app" work while using multiple pseudonyms or personas in order to give the application the appearance of more user interaction.

29. Furthermore, after activity on the app subsided during the daytime hours – Defendants required Plaintiffs to hold meetings or conference calls at various times of the day often lasting several hours and follow up calls including video conferencing or "screen-shares" in which Plaintiffs were required to be present and participate, primarily with Mr. Modaresse.

30. Making matters even worse Mr. Bergman would often require Plaintiffs to perform work on time sensitive material or tasks with little or no notice.

31. Additionally Mr. Bergman allowed the company's Chief Technical Officer Vladimir Bogdanov to assign tasks to Plaintiffs without regard to their already substantial work responsibilities including but not limited to content control and monitoring the app at all times.

32. Defendants often times required Plaintiffs to be "on call" for purposes of fulfilling their work responsibilities. The hours and work responsibilities varied per week, but at a baseline Plaintiffs worked no less than 80 hours per week.

33. On at least thirty-nine (39) weeks, Plaintiffs work exceeded 60 hours per week.

34. On each work day, Defendants set the guidelines in which Plaintiffs could perform their work duties for the Bartrendr brand, Plaintiffs first reported to Defendants when they would advance the brand in a new or innovative manner. Defendants had the final say on all of Plaintiffs work

35. Defendants set the parameters and controlled the mobile phone application.

36. Defendants never compensated Plaintiffs for their overtime work.

37. The amount of salary paid did not accurately reflect the hours that Plaintiffs worked each week, nor did they reflect the overtime hours Plaintiffs worked each week.

38. During the first approximately three months of employment, Defendants prohibited Plaintiffs from "claiming" working and did not allow Plaintiffs to report their hours despite the fact that they worked in excess of forty hours per week.

39. After the first three months of employment continuing until their termination, Defendants required Plaintiffs accept "stock-options" in lieu of hourly pay – yet Defendants failed to ever provide "stock-option" consideration for any work.

40. Defendants acted in this manner in an effort to maximize their profits at the expense of their employees.

41. Defendants also intentionally did not furnish Plaintiffs with a proper earnings statement (paystub) to Plaintiffs showing hours worked, gross earnings, showing straight time

and overtime earnings, and itemized deductions with net earnings in accordance with NYLL §195(3).

42. At the time of Plaintiffs hire, change in manner of pay or on an annual basis, Defendants failed to furnish Plaintiffs a wage notice in accordance with NYLL §195(1).

43. In or about April 2015, Plaintiffs complained to Mr. Bergman and Mr. Modaresse about their salary/payment arrangement and how it was insufficient to compensate Plaintiffs for the total amount of hours worked for Bartrendr.

44. Throughout their employment, Plaintiffs complained to Mr. Bergman and Mr. Modaresse about the failure to be paid for all of their hours worked including overtime; however Mr. Bergman and Mr. Modaresse failed to address the Plaintiffs' complaints.

45. Mr. Bergman and Mr. Modaresse terminated Plaintiffs on May 22, 2015 for their prior complaints regarding their rights under the NYLL.

46. Defendants' omissions and repeated failures to act and provide Plaintiffs their rights as guaranteed to their by the NYLL were retaliatory and adverse employment action.

47. The retaliatory actions by Defendants have resulted in significant economic damages to Plaintiffs.

48. All of the retaliatory acts of Defendants have caused significant emotional distress to Plaintiffs.

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FIRST CLAIM FOR RELIEF AGAINST DEFENDANTS
Unpaid Overtime and Minimum Wages under the NYLL

49. Plaintiffs repeat, reiterate, and re-allege each and every allegation set forth above with the same force and effect as if more fully set forth herein.

50. Defendants failed to compensate Plaintiffs at a rate one and one-half times their regular rate for all hours worked exceeding forty in a workweek and Defendants failed to compensate Plaintiffs at least the minimum wage for all hours worked.

51. As described above, Defendants are employer within the meaning of the NYLL while Plaintiffs are employees within the meaning of the NYLL.

52. As also described above, Plaintiffs worked in excess of forty hours each week, yet Defendants failed to compensate them in accordance with the NYLL's overtime provisions.

53. The Defendants' actions were in willful violation of the NYLL.

54. Plaintiffs are entitled to overtime pay for all hours worked per week in excess of forty at one and one-half times their regular rate of pay.

55. Plaintiffs are also entitled to liquidated damages, interest, attorneys' fees, and costs for the Defendants' violation of the NYLL's overtime and minimum wage provisions.

SECOND CLAIM FOR RELIEF AGAINST DEFENDANTS
Retaliation under NYLL 215

56. Plaintiffs, repeat, reiterate, and re-allege each and every allegation set forth above with the same force and effect as if more fully set forth herein.

57. Plaintiffs verbally complained to Mr. Bergman and Mr. Modaresse about the failure to receive pay for all hours worked under the NYLL within the meaning and scope of a "complaint" of Section 215 of the NYLL.

58. Plaintiffs repeated complaints about their rights under the NYLL to Mr. Bergman and Mr. Modaresse were sufficiently clear to assert their rights under the NYLL and subsequent

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to the complaints Mr. Bergman and Mr. Modaresse acts/omissions were retaliatory in nature towards Plaintiffs.

59. Plaintiffs' unfair treatment, failure to receive pay and termination on May 22, 2015, after their complaints constitute retaliation in violation of Section 215 of the NYLL.

60. Due to Defendants' retaliation, Plaintiffs is entitled to legal and equitable relief including, but not limited to, payment of lost and withheld compensation, back-pay, emotional distress damages, and additional amounts such as liquidated damages, interest, and reasonable attorneys' fees.

THIRD CLAIM FOR RELIEF AGAINST DEFENDANTS
Failure to Furnish Wage Statements in Violation of NYLL 195(3)

61. Plaintiffs, repeat, reiterate, and re-allege each and every allegation set forth above with the same force and effect as if more fully set forth herein.

62. As described above, Defendants willfully failed to furnish Plaintiffs, on each payday with accurate wage statements containing the criteria required under N.Y. Lab. Law § 195(3).

63. Pursuant to NYLL § 198(1-d), Defendants are liable to Plaintiffs for statutory damages, liquidated damages, attorneys' fees, and costs.

FOURTH CLAIM FOR RELIEF AGAINST DEFENDANTS
Failure to Furnish Wage Notices in Violation of NYLL 195(1)

64. Plaintiffs, repeat, reiterate, and re-allege each and every allegation set forth above with the same force and effect as if more fully set forth herein.

65. As described above, Defendants willfully failed to furnish Plaintiffs with a wage notice at the time of hire, on an annual basis or when Plaintiffs received a pay raise containing the criteria required under N.Y Lab. Law § 195(1).

66. Pursuant to NYLL § 198(1-b), Defendants are liable to Plaintiffs for statutory damages, liquidated damages, attorneys' fees, and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demands judgment against Defendants as follows:

A. A judgment declaring that the practices complained of herein are unlawful and in willful violation of the aforementioned New York State laws;

B. Awarding Plaintiffs all damages sustained as a result of the Defendants' conduct, including all unpaid wages and any short fall between wages paid and those due under the law that they would have received but for the Defendants' unlawful payment practices;

C. Awarding Plaintiffs compensatory damages;

D. Awarding Plaintiffs punitive damages;

E. Awarding Plaintiffs liquidated damages and any other statutory penalties as recoverable under the NYLL;

F. Awarding Plaintiffs costs and disbursements incurred in connection with this action, including reasonable attorneys' fees, expert witness fees, and other costs;

G. Pre-judgment and post-judgment interest, as provided by law; and

Granting Plaintiffs further relief as this Court finds necessary and proper.

Dated: New York, New York
April 12, 2017

By: [signature]

Christopher J. Berlingieri, Esq.
BERLINGIERI LAW, PLLC
Attorneys for Plaintiffs
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LISA GARCIA
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To: SOCIAL STANDARDS, INC., formerly known as BARTRENDR INC.,
160 Franklin Street, Suite 209
Oakland, California 94607

DEVON BERGMAN
160 Franklin Street, Suite 209
Oakland, California 94607

FRANCOIS MODARESSE
160 Franklin Street, Suite 209
Oakland, California 94607

To: SOCIAL STANDARDS formerly known as BARTRENDR INC.,
160 Franklin Street, Suite 209
Oakland, California 94607

DEVON BERGMAN
160 Franklin Street, Suite 209
Oakland, California 94607

FRANCOIS MODARESSE
160 Franklin Street, Suite 209
Oakland, California 94607

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----------------------------------x

Staci Spector, Lisa Garcia

Plaintiff/Petitioner,

-against-

Index No.__________________

Social Standards Inc., f/k/a Bartrendr Inc., Devon Bergman, Francois Modaresse

Defendant/Respondent.

-----------------------------------x

NOTICE OF COMMENCEMENT OF ACTION SUBJECT TO MANDATORY ELECTRONIC FILING

PLEASE TAKE NOTICE that the matter captioned above has been commenced as an electronically filed case in the New York State Courts Electronic Filing System ("NYSCEF") as required by CPLR § 2111 and Uniform Rule § 202.5-bb (mandatory electronic filing). This notice is being served as required by that rule.

NYSCEF is designed for the electronic filing of documents with the County Clerk and the court and for the electronic service of those documents, court documents, and court notices upon counsel and unrepresented litigants who have consented to electronic filing.

Electronic filing offers significant benefits for attorneys and litigants, permitting papers to be filed with the County Clerk and the court and served on other parties simply, conveniently, and quickly. NYSCEF case documents are filed with the County Clerk and the court by filing on the NYSCEF Website, which can be done at any time of the day or night on any day of the week. The documents are served automatically on all consenting e-filers as soon as the document is uploaded to the website, which sends out an immediate email notification of the filing.

The NYSCEF System charges no fees for filing, serving, or viewing the electronic case record, nor does it charge any fees to print any filed documents. Normal filing fees must be paid, but this can be done on-line.

Parties represented by an attorney: An attorney representing a party who is served with this notice must either: 1) immediately record his or her representation within the e-filed matter on the NYSCEF site; or 2) file the Notice of Opt-Out form with the clerk of the court where this action is pending. Exemptions from mandatory e-filing are limited to attorneys who certify in good faith that they lack the computer hardware and/or scanner and/or internet connection or that they lack (along with all employees subject to their direction) the operational knowledge to comply with e-filing requirements. [Section 202.5-bb(e)]

Parties not represented by an attorney: Unrepresented litigants are exempt from efiling. They can serve and file documents in paper form and must be served with documents in paper form. However, an unrepresented litigant may participate in efiling.

For information on how to participate in e-filing, unrepresented litigants should contact the appropriate clerk in the court where the action was filed or visit www.nycourts.gov/efileunrepresented. Unrepresented litigants also are encouraged to visit www.nycourthelp.gov or contact the Help Center in the court where the action was filed. An unrepresented litigant who consents to e-filing may cease participation at any time. However, the other parties may continue to e-file their court documents in the case.

For additional information about electronic filing and to create a NYSCEF account, visit the NYSCEF website at www.nycourts.gov/efile or contact the NYSCEF Resource Center (phone: 646- 386-3033; e-mail: efile@nycourts.gov).

Dated: 04/12/2017

____
Signature

CHRISTOPHER JAMES BERLINGIERI
Name

____
Firm Name

____
Address

____
City, State, and Zip

____
Phone

cjb@nyctlaw.com
E-Mail

To: _______________________

____

____

Exhibit B

PATRICK BALDWIN, ESQ. (SBN 93337)
CHRISTOPHER P. MADER, ESQ. (SBN 199605)
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Attorneys for Defendants Social Standards, Inc., f/k/a Bartrendr, Inc., Devon Bergman and Francois Modaresse
Pro Hac Vice Pending

SUPREME COURT OF THE STATE OF NEW YORK

COUNTY OF NEW YORK

STACI SPECTOR and LISA GARCIA, Plaintiffs, v. SOCIAL STANDARDS, INC., f/k/a BARTRENDR, INC., DEVON BERGMAN and FRANCOIS MODARESSE, Defendants.	Case No: 153388-2017 **NOTICE OF REMOVAL OF ACTION UNDER 28 U.S.C. §1441(b) (DIVERSITY)**

TO THE SUPREME COURT OF THE STATE OF NEW YORK, COUNTY OF NEW YORK, AND TO PLAINTIFFS AND THER ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on May 30, 2017, Defendants SOCIAL STANDARDS, INC., f/k/a BARTRENDR, INC., DEVON BERGMAN and FRANCOIS MODARESSE ("Defendants") filed a Notice of Removal of Action Under 28 U.S.C. §1441(b) in the United States District Court, Southern District of New York, pursuant to 28 U.S.C. §§1332(a), 1332(c)(1), and 1441. The filing of a copy of the Notice of Removal with the Clerk of this Court shall effect the removal of this action and this Court shall proceed no further unless or until the case is remanded. No other defendants are named in this action.

A true and correct copy of the Notice of Removal of Action filed with the United States District Court is attached hereto as Exhibit A, and by this reference incorporated herein as if set forth in full.

Date: May 30, 2017

By: ______________________

Christopher Mader, Esq.
California State Bar No.: 199605
BALDWIN MADER LAW GROUP
920 Manhattan Beach Blvd., Suite 2
Manhattan Beach, CA 90266
Phone: (310) 545-0620
E-Mail: cmader@baldwinlawgroup.com
Attorneys for Defendants Social Standards, Inc., f/k/a Bartrendr, Inc., Devon Bergman and Francois Modaresse
Pro Hac Vice Pending

I, Christopher Mader, certify and declare under penalty of perjury that I am a citizen of the United States; am over 18 years; am affiliated with Baldwin Mader Law Group, at 920 Manhattan Beach Blvd., No. 2, Manhattan Beach, California 90266; and that I served a true and correct copy of the following document(s) in the manner indicated below:

NOTICE OF REMOVAL (SUPREME COURT FILING AND USDC FILING)

on the interested parties in said action ( ) by email and/or (X) by depositing for mailing in a sealed envelope, postage thereon fully prepaid, through the United States Postal Service regular mail in Manhattan Beach, California to the parties whose names appear below:

Christopher J. Berlingieri, Esq.
Berlingieri Law, PLLC
244 Fifth Avenue, Suite F276
New York, NY 10001

Christopher Mader

May 30, 2017
Date